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Proposed Attorneys for Debtor...

COMPASS POINTE OFF CAMPUS PARTNERSHIP B, LLC

**UNITED STATES BANKRUPTCY COURT**

**EASTERN DISTRICT OF CALIFORNIA - FRESNO DIVISION**

IN RE:	)	Case No. 2022 - 10778
	)	
COMPASS POINTE OFF CAMPUS	)	DCN: NCK – 8
	)	
PARTNERSHIP B, LLC,	)	<b>DECLARATION OF TORBEN WELCH</b>
	)	<b>IN SUPPORT OF THE DEBTOR’S</b>
Debtor and Debtor-in-Possession.	)	<b>AMENDED MOTION TO APPROVE</b>
	)	<b>DEBTOR IN POSSESSION FINANCING</b>
	)	
	)	Date: September 28, 2022
	)	Time: 9:30 a.m.
	)	Place: 2500 Tulare St., Fresno,
	)	Courtroom 11, Dept. A
	)	Judge: Hon. Jennifer E. Niemann

I, Torben Welch, do hereby declare and swear to the following:

1. I am a resident of the State of Utah and am over eighteen years of age.
- The following facts are within my personal knowledge, except as to those matters, if any, which are stated on information and belief and as to those matters I believe to be true; accordingly, if called as witness I could and would, competently testify thereto;

DECLARATION OF TORBEN WELCH

- 1 2. BE ADVISED, that I am an attorney with Messner Reeves LLP (“MR”) representing Aspen Real  
2 Estate Financial, LLC (“AREF”) related to that certain Agreement for Purchase and Sale of Real  
3 Property and Joint Escrow Instructions dated September 9, 2022 (the “Agreement”) between it  
4 and Compass Pointe Off Campus Partnership B, LLC (“Compass Pointe”). A copy of the  
5 Agreement is attached hereto as Exhibit A.
- 6 3. BE ADVISED, that under the terms of the Agreement, AREF is to make an initial deposit of  
7 \$100,000.00 (the “Deposit”).
- 8 4. BE ADVISED, that on September 14, 2022, AREF made such deposit to the COLTAF trust  
9 account of MR.
- 10 5. BE ADVISED, that I can confirm the Deposit is currently held by MR in such account for the  
11 benefit of the parties under the Agreement.
- 12 6. BE ADVISED, that upon this Court’s approval of the Agreement, the Agreement will become  
13 effective and MR will transfer the Deposit to the escrow agent under the terms of the Agreement.

14 I declare under penalty of perjury under the laws of the State of California  
15 that the foregoing is true and correct. I can be reached at 801-683-2021.  
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17 Executed this 20<sup>th</sup> day of September, 2022 in Draper, Utah.  
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22 TORBEN WELCH  
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26 DECLARATION OF TORBEN WELCH